

MEMORANDUM OF UNDERSTANDING

between

Fluor Daniel Hanford, Inc.

and

Becbtel Hanford Inc.

for the

Packaging, Treatment, Transport, and Disposal

of

K Basin Waste

to the

Environmental Restoration Disposal Facility

December 1999

I. PURPOSE

This Memorandum of Understanding (MOU) specifies the overall management and financial responsibilities between Fluor Daniel Hanford Inc. (FDH) and Bechtel Hanford, Inc. (BHI) (collectively referred to as the "Parties") with respect to sampling, characterizing, designating, packaging, treatment, handling, transport, and disposal of waste from the 105 K East Basin and the 105 K West Basin, also known as the K Basins. The K Basins are part of the FD14 Spent Nuclear Fuel (SNF) Project. The waste consists of debris and other waste that meets the acceptance criteria for disposal at the Environmental Restoration Disposal Facility (ERDF).

II. SCOPE OF WORK

The K Basins became subject to Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) requirements upon issuance of the CERCLA *Record of Decision for the K Basins Interim Remedial Action* on September 22, 1999. This Record of Decision (ROD) specifies that the debris from the K Basins be disposed at the ERDF, along with other K Basin waste that meets the ERDF waste acceptance criteria.

In order to accomplish the CERCLA remedial action pursuant to the ROD, BHI will support FDH by means of furnishing empty waste containers to the K Basin area. The SNF Project will utilize the waste containers for disposal of debris and other waste, subject to specific requirements and conditions set forth in this document. BHI will transport the containers and dispose of the waste at ERDF. In certain cases, FDH or BHI may be required to treat the waste or employ special handling methods prior to disposal.

This MOU is limited to management of the debris and other waste generated during the K Basins Interim Remedial Action. The *Focused Feasibility Study for the K Basins Interim Remedial Action* (DOE/RL-98-66, Rev. 0, April 1999) specifies the scope of the remedial action. This remedial action does not cover any other Hanford Site environmental restoration activities, such as remediation of waste sites outside the K Basins, remediation of contaminated soil, or remediation of contaminated groundwater.

III. PAYMENT METHOD FOR SERVICES

The mechanism for payment of services associated with this MOU between FDH and BHI is defined in the *Memorandum of Agreement between Fluor Daniel Hanford and Bechtel Hanford, Inc. for the Performance and Payment Of Services*. This document was issued on September 30, 1996, and was updated on September 21, 1999.

IV. ORDER OF PRECEDENCE

1. The FDH contract, DE-AC06-96RL13200 with the U. S. Department of Energy (DOE) and the BHI contract, DE-AC06-RL 12367 with DOE shall take precedence over this MOU and the responsibilities set forth herein.

2. The *Memorandum of Agreement between Fluor Daniel Hanford and Bechtel Hanford, Inc. for the Performance and Payment of Services*, updated September 21, 1999.
3. The Transfer Agreement between Westinghouse Hanford Company (WHC) and FDH dated September 30, 1996, which transferred responsibility of the *Memorandum of Understanding between BHI and WHC*, dated July 9, 1996, to FDH.

V. MODIFICATIONS TO THIS MOU

Any modifications to this MOU must be requested in writing and mutually agreed to by the FDH Vice President, SNF Project and the President, BHI. Either of the Parties may request a modification to this MOU. Modifications will be reflected in an amendment to the MOU.

VI. TERMINATION OF THIS MOU

Termination of this MOU will occur:

1. Upon disposal of the final waste shipment from the K Basins to the ERDF, or
2. At any time FDH and BHI agree to terminate this MOU.

VII. DISPUTE RESOLUTION PROVISION

In the event that disagreements arise between contractors with regard to the performance of work and/or compliance requirements, such disagreements shall be resolved through the use of management consultation and discussion prior to initiating the dispute resolution process set forth in the *Memorandum of Agreement between Fluor Daniel Hanford and Bechtel Hanford, Inc. for the Performance and Payment Of Services*, updated September 21, 1999.

VIII. ROLES AND RESPONSIBILITIES

The roles and responsibilities of FDH and BHI for sampling, characterizing, designating, packaging, treatment, handling, transport, and disposal of K Basins debris and other waste at the ERDF are described below. The parties shall be responsible for the conduct of their employees and their compliance with the requirements contained herein.

2. **Compliance, Oversight, and Quality Assurance Requirements for Shipping Waste**
BHI shall provide oversight of SNF Project activities and associated documentation prepared by FDH, as necessary, to ensure ERDF criteria are met. This oversight does not relieve FDH of the responsibility for meeting ERDF WAC and ERDF Supplemental WAC or other applicable requirements. BHI shall perform an independent assessment of SNF Project activities and associated documentation prepared by FDH, at least annually, to ensure compliance with ERDF WAC and other applicable criteria.
BHI shall interface with FDH staff to ensure that packaging, labeling, and handling of each shipment is in compliance with the appropriate waste acceptance criteria and state/Federal waste transport regulations.
3. **Requirements for Special Handling of Waste**
BHI shall conduct any required special handling of K Basin waste prior to disposal at the ERDF. Special handling of waste, including treatment, packaging, transport, or disposal, shall be determined by FDH and BHI on a case-by-case basis.
4. **Waste Shipping Documentation**
BHI shall provide FDH with written or electronic approval of waste profiles and confirmation of each waste shipment received, within five working days of receipt.
5. **Waste Transportation Services to ERDF**
BHI shall work with FDH to plan and integrate BHI subcontractor services pertaining to waste shipment scheduling and transport of waste shipments from the K Basins to ERDF. Transportation provided by BHI will consist of bulk shipments using established transportation containers and practices. The responsibility for transporting special shipments of waste to ERDF will be addressed on a case-by-case basis.

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IN WITNESS WHEREOF, the Parties have executed this MOU.

FLUOR DANIEL HANFORD, INC.

BECHTEL HANFORD, INC.

By:
R. G. Jones, President
Spent Nuclear Fuel Project
Fluor Daniel Hanford, Inc.

By: i
S. D. Liedle, President
Bechtel Hanford, nc.

Date: 12/13/99

Date: 12/28/99